

EXHIBIT 2

### ASSIGNMENT OF BENEFICIAL INTEREST IN TRUST

This Assignment of Beneficial Interest in Trust (this "Assignment") is entered into by and between The Leo Group, LLC, a Indiana limited liability company ("Assignor") and Tranen Capital Alternative Investment Fund, Ltd. a British Virgin Islands exempted company ("Assignee"), in regards to Assignor's interest in [REDACTED] dated August 20, 2010, (hereinafter the "Trust").

**Whereas**, Assignor wishes to assign its interest to Assignee.

**Wherefore**, Assignor, for \$10.00 and other valuable consideration, the receipt of which is acknowledged (the "Purchase Price"), conveys and assigns to Assignee all of Assignor's rights, title, interest, powers, privileges, and benefits created or reserved to Assignor in the Trust (the "Interest"). The Interest includes all beneficial rights and interests in Insurance Policy Number [REDACTED] (the "Policy"), issued by The Lincoln National Life Insurance Company (the "Insurer"), with a face value of [REDACTED] insuring the life of [REDACTED] (the "Insured"), of which Policy the Trust is the sole owner and beneficiary.

Assignor also assigns its interest, powers, privileges, and benefits created or reserved to Assignor in the following Assignment Transaction Documents, or versions thereof, executed by Assignor, Insured, and William C. Coyle (as initial Trustee) January 12, 2011:

1. Agreement of Continued Contact
2. Authorization to Provide Death Certificate
3. Consent and Undertaking of Insured
4. Consent to Change Beneficiary
5. Disclosure Authorization
6. Disclosure Form
7. Disclosure of Liens Form
8. Authorization for Release of Protected Health Information Pertaining to a Life Settlement Contract (HIPPA Compliant)
9. Premium Indemnification Letter
10. Irrevocable Assignment of Beneficial Interest in Trust
11. Resignation of Trustee and Appointment of Successor Trustee
12. Payment Instructions

Assignor represents and warrants to Assignee that:

- (i) It owns the Interest free and clear of any liens, pledges, debts or encumbrances and will transfer to Assignee valid title to the Interest, free and clear of any liens, claims, charges, encumbrances or security interests;
- (ii) It has delivered to Assignee true and complete copies of the application for the Policy and the original Policy itself (including all numbered pages) and all endorsements, riders and amendments thereto;
- (iii) It has no knowledge there has been any amendment to the Policy or any change in the owner, beneficiary, benefits, settlement options, premium payment arrangements or any other term or benefit of the Policy that is not reflected on the copy of the Policy provided to Assignee;

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Each of the parties hereto acknowledges that such party has had the opportunity to be represented by individual counsel of such party's own choosing throughout all negotiations and discussions that have preceded the execution of this Assignment. Both parties agree that they are not clients of William C. Coyle, Attorney at Law other than for William C. Coyle, Attorney at Law to provide escrow services in connection with this, and other closings, and that there is no attorney-client relationship created between either party and the William C. Coyle, Attorney at Law.

Assignor and Assignee agree that any inaccuracy in or breach of (i) any representation or warranty of Assignor set forth in this Assignment or (ii) any representation, warranty or covenant of the Insured set forth in the Consent and Undertaking of Insured, shall entitle Assignee to elect, in its sole discretion, to receive a refund of the Purchase Price paid to Assignor in exchange for returning the Interest in the Policy to Assignor.

Assignor hereby indemnifies Assignee against, and agrees to hold Assignee harmless from, any and all losses or damages incurred or suffered by Assignee arising out of any inaccuracy in or breach of (i) any representation or warranty of Assignor set forth in this Assignment or (ii) any representation, warranty or covenant of the Insured set forth in the Consent and Undertaking of Insured, in each case up to the full amount of the consideration paid by Assignee hereunder.

This Assignment shall be binding upon and inure to the benefit of each of the parties, their respective spouses (if any), agents, attorneys, assigns, officers, shareholders and directors. This Assignment is made and entered into and shall in all respects be interpreted and enforced and governed by and under the laws of the British Virgin Islands. In the event any action, lawsuit, or court proceeding is brought in connection with the enforcement of this Assignment, the prevailing party in any such proceeding shall be entitled to recover from the other party all costs, expenses, and reasonable attorneys' fees incurred incidental to any such proceeding.

This Assignment may be executed in counterparts and shall become effective once such separate counterparts are exchanged between the parties hereto or their designated representatives (such date being referred to herein as the "Effective Date").

Each of the parties executing this Assignment guarantees, warrants, and represents that he or she is authorized to enter into and carry out this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment on this 16<sup>th</sup> day of February, 2011.

**ASSIGNOR: The Leo Group, LLC**

By: Randy W. Bagley  
Name: Randy W. Bagley  
Title: Member

State of Indiana )  
County of Tipton ) ss.

On February 16, 2011 before me, Jane E. Anderson (Notary Public), personally appeared Randy W. Bagley (Signer).

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Jane E. Anderson  
Notary Public

**ASSIGNEE: Tranen Capital Alternative Investment Fund, Ltd.**

By: Kenneth H. McLaughlin  
Name: Kenneth H. McLaughlin  
Title: Director

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